# BENGALURU METROPOLITIAN TRANSPORT CORPORATION
# COMMERCIAL DEPARTMENT

## Terms and Conditions for selection of licensee to operate, maintain and manage the above 5000 Sqft upto 9999 Sqft Commercial /Office spaces available at various bus stations of BMTC.

Tenders are invited through KPPP in Two Bid system on **"as is where is basis"** condition, from reputed commercial/ License licensees for commercial area/office space accommodations on monthly License **basis for a period of 06 years.**

As per Karnataka Transparency in Public procurement ordinance of 2000, The Licensees/firms will have to upload all information, documents and rates etc in website only. i.e. https://kppp.karnataka.gov.in No documents will be accepted in- person or manually and the licensees shall confirm themselves for up-loading of all the Documents.

The intending Licensees can obtain the Tender details through website https://kppp.karnataka.gov.in and upload the duly completed tenders / relevant documents within the stipulated date and time mentioned in website.

Vendors/ Licensees need to register in the e-Procurement portal to submit their bids online. The Tender shall be submitted through e-Procurement Portal (https://www.kppp.karnataka.gov.in) only. The tender document can be viewed free of on e-Procurement Portal.

**Note:-**

1. The Tenderers/ Licensee has to confirm **themselves for up-loading of all the Tender Documents.**
2. Bidder should quote the amount per month **(including GST)**

1. Date & Time for Tender Queries/Clarifications (Pre bid meeting) :18/11/2025@ 11:30 hrs
2. Last Date & Time for receipt of tenders : 27/11/2025@ 17:00 hr
3. Date & Time for Opening of Technical Bid : 28/11/2025@ 17:05 hrs
4. Date & Time for Opening of Financial Bid :_____@ 00:00 hrs(to be intimated later)

| Sl.No | Bus Station | Floors/location | Area in sq.ft | Reserved Price in Rs. (including GST)(per month) | Earnest Money Deposit in Rs. |
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| 1 | Shanthi nagara TTMC | Com/Office space-Ground floor (Old Division Office) | 6506 | 2,77,381 | 1,69,250 |

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| **2** | Mallasandra Bus Station | Commercial-office Space– Ground floor | 9094 | 2,73,638 | 1,66,966 |
| **3** | | Commercial-office Space - Ist Floor | 6135 | 1,84,603 | 1,12,639 |
| **4** | Hosakote | Commercial-office Space - mezz Floor | 5080 | 65,995 | 40,268 |
| **5** | Isro Layout | Com/office space – Ground floor | 5737 | 6,69,126 | 4,08,280 |

**TWO Bid SYSTEM**

The tender shall follow two bid System with Bid-I (Technical Bid) and Bid-II (Financial Bid).

**The Bid-I shall contain the information regarding**

1. Address & ID Proof with photo (Aadhaar Card / Voter ID) in case of individual.
2. Pan card.
3. GST Registration certificate.
4. Income tax Returns for any one of the last 3 financial years.
5. Self Declaration Certificate of not been Blacklisted.
6. Self Declaration Certificate of not been Terminated for default in Last 2 years.
7. Any other related/specific documents as required.

**The Bid-II shall contain the quoted prices for the tender:**

The licensee shall upload their quoted rates in lump sum both in **words and figures** in the financial bid.

**Note:** 1.The financial bids of those licensees who have been qualified in the technical bids will be opened.

2. The EMD of disqualified licensees will be returned through e-portal only.

**ELIGIBILITY CRITERIA:-**

**(The supporting documents to be uploaded in technical bid)**

| Sl. No | Requirements | Documents to be up-loaded |
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| 1. | Address & ID Proof with photo (Aadhaar Card / Voter ID). | The Licensee shall upload the copy of the Address & ID Proof with photo. |

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| 2 | PAN card | The Licensee shall upload the copy of the Pan card. |
| 3 | GST Registration certificate | The Licensee shall upload the copy of the GST Registration certificate. |
| 5 | In case of Partnership firm company. | Up load a copy of Firm Registered under the Indian partnership Act. |
| 6 | Should not have been blacklisted in the last 02 years. | Self declaration certificate for not have been blacklisted. |
| 7 | Should not have been Terminated for default in the last 02 years | Self Declaration Certificate of not been Terminated for default. |
| 8 | Income Tax Returns | The Licensee shall upload the copy of Income Tax Returns (any one of the last 3 financial years) |

## TERMS AND CONDITIONS

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| **1.** | The Period of License is 06 (Six) years from the effective date, which will be mentioned in the agreement. |
| **2** | Tender processing fee & EMD will be accepted only in the form of electronic cash (not through DD or bank guarantee). Entire EMD amount shall be paid in a single transaction in the e-portal. |
| **3** | Each Licensee shall submit only one Tender/Bid for tender. |
| **4** | The quoted rates shall be including **Goods and Services Tax (GST)** in tender period of any other statutory taxes and surcharges. The tenderer / licensee shall quote their offer in terms of Indian Rupees as monthly license fee exclusive of Service Tax and all other applicable taxes and surcharges. Selected licensee shall pay monthly license fees along with applicable Goods & Service Tax and all other such applicable taxes. |
| **5** | The firm/Licensee should abide by all terms and conditions mentioned in the contract framework of contract agreement and amendments there off. |
| **6** | BMTC reserves right to increase or decrease the rentable area. The area notified in the tender is only an indicative area in sq mtrs/ sq ft. The rent chargeable is on the actual measured area which will be jointly measured by BMTC civil dept and licensee after entering in the agreement. |
| **7** | As BMTC has notified this tender on "**As is where is basis**" condition. The licensees are advised to<br>a) Make site visit before quoting their Rate/Amount.<br>b) Shall Confirm himself that all civil/Electricity works to be taken up by the licensee. The selected licensee shall obtain written approval from BMTC for taking up of the works at his own cost. |

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| | BMTC will not execute these woks. |
| **8** | The licensee is permitted to Sub-let the assigned allotted space within the license period granted. On the completion of the period of license or early termination as the case may be, all sub-let and/ or third party arrangements executed by the licensee shall stand terminated. The licensee in this regard at the time of execution or sub-license or third party arrangements shall have a re-conciliation arrangement with the third parties/ sub-let to the effect that in case of termination, the licensee shall pay back to such third parties/ sub-licensees, all deposits and rents collected in advance from such third parties/ Sub licensees. The Sub licensees/ third parties may in case BMTC so deems fit, may have fresh arrangements with BMTC on mutually agreed terms and conditions. Notwithstanding anything to the contrary, the licensee, shall procure a no objection certificate from all Sub licensees/ third parties to the effect that BMTC shall have no liability or dues arising out of the Sub licensee's arrangements with the licensee during or after the period of license. |
| **9** | **<u>Security Deposit:</u>**<br>a) Security Deposit amount shall be 11 (Eleven) times of per month License Fee quoted by the Licensee. The Licensee can deposit the Security Deposit amount through online payment methods like DD/NEFT/ RTGS in favour of the Chief Accounts Officer, BMTC payable at Bengaluru.<br>b) The licensee shall remit security deposit and enter into agreement within 21 days of his selection as the successful licensee on payment of requisite stamp duty at his own cost as per Karnataka stamp Act.<br>c) Additional security deposit by way of DD/ RTGS will have to be remitted by the licensee for the annual escalation in the license fee.<br>d) The security deposit would be refunded to the licensee after the successful completion of the contract after recovering all the charges/dues payable to the BMTC by the licensee.<br>e) In case of any shortfall legal proceedings will be initiated to recover such shortfall from the licensee.<br>f) No interest will be paid on EMD/Security Deposit or any other deposits. |
| **10** | **<u>Annual Escalation:</u>**<br>a) There shall be annual escalation of 10% every calendar year w.e.f 1st of January every year over the license fee of the previous year. However, in the first year the escalation in the license fee shall be limited @ 1% per month for every completed month up to 31st December subject to maximum of 10% and subsequently in the same manner during the extension of this License agreement, if any.<br>b) In respect of New Licensees selected in the middle of the year, the first escalation will be at the rate of 1% of the initial license fee for every completed month of the license period upto |

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| | December 31st , subject to a maximum of 10%. |
| **11** | **<u>Mode of Payment of License fee:</u>**<br>a. The Licensee shall pay monthly license fee for the completed month in **cash/DD/RTGS/NEFT** on or before 5th of next month. For eg: License fee for the completed month of January-2025 shall be paid on or before 5th of February 2025**.**<br>b. In case if the Licensee fails to pay the monthly license fee as prescribed above the Licensee is liable to pay a interest at **24% per annum** on the sums which have been due and payable, not paid to the corporation.<br>c. The license fee shall start after completion of Gestation period. The license fee shall be paid every month regularly. In case of nonpayment of license fee consecutively for three months, the agreement may be terminated by the licensor.<br>d. The Licensee shall pay applicable electricity and water charges along with monthly license fee. |
| **12** | The license fee shall be paid every month regularly. In case of non-payment of license fee consecutively for three months, the agreement will be terminated by the Licensor whereby the security deposit is forfeited/ adjusted towards unpaid arrears/ damages and the licensee will be evicted from the site. This condition will be applicable only after the gestation period. |
| **13** | The licensee shall submit the original copies of the documents for verification before entering into an agreement. |
| 14 | In addition to Monthly license fee the licensee shall pay Electricity and Water consumption charges etc separately. BESCOM will provide a single meter to BMTC, and BMTC in turn provide bill both fixed charges & Electricity consumed unit charges and D.G consumed charges separately to each establishments.<br>a) The Licensee shall pay the charges of Electricity consumed as per the bill raised by the BESCOM and shall not allow any arrears to accrue.<br>b) Whenever water is supplied from BMTC, by its own source the Licensee shall pay the charges of water consumed for the proportionate units consumed as per the reading of the meters installed for the purpose at BWSSB Commercial rates for Commercial space and BWSSB domestic rates for Office space and toilets.<br>c) In case water is supplied by BWSSB, the Licensee shall pay the charges of water consumed for the proportionate units consumed (as per the meter/ sub-meter reading) as per the bill raised by BWSSB. |
| **15** | The licensee shall not damage any part of the building or structure; If any damage caused by the Licensee, shall repair at his own cost. |
| **16** | The EMD of the successful licensee will be adjusted towards security |

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| | deposit. The selected licensee shall remit balance security deposit & enter into agreement within 21 days from the date of issue of allotment letter, failing which, Earnest Money Deposit will be forfeited and allotment will be cancelled by duly black listing the licensee and the licensee will not be permitted to participate in any of the tenders of BMTC for a period of **two (2)** years from the date of such black listing. |
| **17** | The License shall execute the agreement on his/ her cost on requisite valued stamp paper as per Karnataka Stamp Act. Any individual/ individuals signing the application forwarding the letter or documents connected with this tender shall specifically mention that he is so signing in individual capacity as:<br>A Sole Proprietor of the firm or his attorney OR A registered active partner or its attorney. |
| **18** | In the case of the firms registered under the Indian Partnership Act and Companies registered under the Companies Act, the person signing the tender shall state the authority under which he is signing on behalf of the partnership Firm/ Company and send the certified copy of the partnership deed and in the case of companies, the memorandum of association and articles of association issued by the authorities authorizing him to act in that capacity and failure to annex the above documents will entail to the rejection of such tender. Such tenders should be treated as invalid. |
| **19** | BMTC is not responsible for the delay, loss or non-receipt of money or for any technical problems while uploading the e-tender. |
| **20** | The licensee shall not conduct any kind of unlawful and prohibited business such as carrying on traveling agency business or any kind of business which is against to the interest of the Licensor or KSRTC/ BMTC. In the event of breach of any of the above terms the Licensor reserves the right to terminate the license. |
| **21** | The licensee shall maintain the building in a clean hygienic and in a good condition by taking up repairs and maintenance works at his own cost. |
| **22** | (a) The licensee shall not display or exhibit pictures, posters, statues or other articles which are obscene, indecent, immoral or otherwise improper. It is expressly agreed that the decision of the Licensor in this behalf shall be conclusive and bring on the licensee and shall not be a subject matter of dispute.<br>(b) The Licensee is however entitled to put up name board/signage pertaining to the office/business being carried on in the inside premises in question, without in any way affecting the design and beauty of the building. However, if the licensee desires to display on any other part of the building Space, he shall obtain prior written permission from the Licensor. |
| **23** | The Licensee shall not display or exhibit any advertisement, erect hoarding in any part of the exterior wall of the Office premises. No displays on the interior wall/ glass which are visible outside will be |

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| | allowed as all advertisement rights vest with BMTC. Further BMTC will have exclusive rights to display or lease space to display any advertisements on such exterior glass/ walls. |
| **24** | The licensee shall not obstruct the Licensor in constructing any upper floors or any other activities. |
| **25** | **Prohibition Clause for Black Listed / Disqualification Licensees:**<br>I. The EMD shall also be forfeited and reject the bids on the following occasions, in case the licensee:-<br>a. Withdraws the tender after the opening of tender during the period of tender validity.<br>b. Makes false representation with regard to eligibility criteria.<br>c. Fails to keep up to the commitments made in the bid.<br>d. Submits multiple proposals/ bids or if, common interests are found in two or more licensees, the licensees are likely to be disqualified and liable to be black listed by the Corporation, unless additional proposals/ licensees are withdrawn upon notice immediately.<br>e. Fails to furnish the required security deposit within the specified time limit.<br>f. Withdraws or amends its tender or derogated the tender in any aspect.<br>II. The licensees who have been black listed for 2 years in any departments of State Governments or Government of India or in any Public sector undertakings or in any corporations for any reason what so ever are not eligible for participating in the tender.<br>III. The licensee shall furnish a self declared certificate for not having been black listed in any departments of State Governments or Government of India, Public sector undertakings or in any corporate for any reason what so ever and this shall be uploaded in e-portal along with tenders. |
| **26** | The license will be Terminated in case the performance of the licensee is found unsatisfactory in the matter of payment of license fee, manner of catering, complaints from the staff / public, violation of the terms and conditions of the agreement etc. |
| **27** | The licensee shall upload the list of litigations in any building including BMTC, clearly stating the history of litigation. Suppression of fact can lead to disqualification from bid process/termination of contract. |
| **28** | **Termination/Cancellation/Forfeiture of EMD/Security Deposit:**<br>e. The BMTC shall have the right to rescind the contract/license at the cost and risk of the licensee in the event of breach of any of the terms and conditions of the contract (Terms and conditions of the executed agreement) and in such case the Security Deposit will be forfeited.<br>f. Tender should not have been terminated during the last two years as on the date of submission of the proposals for this tender due to non-fulfillment of the contractual obligations as evidence by imposition of the penalty by any procurement entity or judicial |

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| | authority or judicial pronouncement against the tenderer.<br>g. If the licensee discontinues the agreement for whatsoever reasons before completion of one year of the agreement, the entire security deposit will be forfeited and the Licensee will be blacklisted for a period of 2 years.<br>h. The licensee may get the agreement terminated prematurely by issuing 3 month's advance notice to BMTC or by paying 3 month's license fee equivalent to 3 months notice after completion of one year license period. The Security Deposit will be refunded after deducting due, if any.<br>i. The Licensor shall have the right to terminate the license giving **two months** notice without assigning any reason thereof. The Security Deposit will be refunded |
| **29** | The communication of acceptance of the bid shall complete on posting the acceptance by Registered Post A/D to the address furnished in the bid documents. Non receipt of the letter shall not be a ground to extend the time. In case of failure to pay the security deposit it shall be deemed that the licensee has withdrawn his bid and all consequences which is liable to as per clause above shall follow with regard to forfeiture of the EMD and liable to pay damages. The EMD will not carry any interest and would be returned to the unsuccessful licensees after completion of selection procedure. The security deposit will not carry any interest and would be refunded after adjusting the dues on Successful completion of the period of contract. |
| **30** | In case, the licensee fails to fulfill the requirements as stated above, within the stipulated time, the entire EMD shall be forfeited and allotment shall be cancelled by duly black listing the concerned licensee. |
| **31** | **Gestation Period**:<br>a) **5000 upto 9999 sq.ft** : The selected bidder will be provided with rent free gestation period of **04 months** from the effective date/ license period start date. The license fee will start from the end of gestation period or commencement of business whichever is earlier.<br>b) The gestation period includes time for developing the space & submission of plans, obtaining approval of plans from BMTC and carrying out, flooring, toilets, interiors, electrical, fire fighting, interior plumbing & sanitation and other works as required by the licensee at their own cost. The space will be provided under **"as is where is basis"** condition. The permanent structures installed/erected/ constructed by the licensee will become property of BMTC after expiry/ termination of license. The civil works shall be carried out with pre-obtained approval of plans from the Civil Engineering Department of BMTC and under their supervision. However, if the above works are completed for the entire or |

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| | part of the area allotted before the closure of gestation period and the operations/ business is commenced then the payment of license fee will commence from that date for the proportionate space on pro-rate basis. The payment of license fees commences after expiry of gestation period irrespective of occupation or not. (This terms shall not applicable for fully furnished commercial spaces). |
| **32** | **Evaluation Criteria:-** Among the valid offers received, the highest offer made including GST will be considered for selection. |
| **33** | BMTC reserves right to reject any or all tenders without assigning any reason. |
| **34** | BMTC does not bind itself to accept highest offer and reserves the right to reject all Offers without assigning any reasons thereof without being answerable to the offered in any manner whatsoever. |
| **35** | BMTC reserves right to license full or part of any area being part of this notification to any party before acceptance of bids received under this notification & only the remaining area on pro-rata license fee basis will be licensed to the selected licensee. |
| **36** | The licensee while handing over Office premises to the Licensor shall have to hand over the same in good condition. In case of any damages the proportionate cost will be recovered from the security deposit. |
| **37** | **For 5000 sq.ft and above com-office spaces**: Bid inviting authority agrees to allot one free car parking slot as a facility in the basement floor for allotment of every 1,000 sq ft of super built up area of the premises allotted for captive use & to provide parking space to his tenants as a facility. The said parking facility cannot be used for commercial purpose. In case more parking slots are required, than the allotted parking slots, the bidder shall have to tie up with the bidder who runs the parking slots at the complex and shall have to obtain prior permission from the BMTC. The bidder shall also be entitled to appoint one employee at his cost to have control over the parking vehicles to ensure the exclusive nature of the parking space allotted to the licensee. |
| **38** | BMTC will engage an agency for Comprehensive management services for the said Bus Stand premises only. The licensee shall make their own arrangement of housekeeping and waste disposal for the licensed area allotted. |
| **39** | The Tender shall remain open for a period of 90 days. The licensees shall not withdraw or revise the Tender during this period. In case any licensee reviews or withdraws his tender during this period, the EMD shall be forfeited. In addition to the forfeiture of the EMD, BMTC shall be entitled to claim all losses which it may suffer due to withdrawal or alteration of the bid. |
| **40** | The Licensee shall at his own cost execute the agreement in the prescribed form on requisite valued stamp paper as per the Karnataka Stamp Act. It shall be clearly under stood that no licensee will be |

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| | granted license unless the deed of agreement is executed by the licensee in favour of Corporation. In case of failure on his/her part to execute the agreement and start the business with in a period of 21 days from the date of issuing of allotment letter, the corporation reserves its right to cancel the acceptance and to forfeit the EMD remitted to the corporation apart from claiming all other damages from the licensee. The liability to pay the license fee by the licensee shall commence immediately on expiry of gestation period. |
| **41** | The Licensee shall obtain the required permission from the city Corporation/ Town or City municipal and all other local statutory authorities where ever necessary. Without obtaining necessary license if any the licensee shall not commence his business. |
| **42** | The Licensee shall be in compliance with the ESI/ PF Act and all other such labour laws for the time being in force. Any untoward incident/ harm caused to the employees of the Licensee during the term of the license, the Licensee/ its Sub-Licensee is to be held directly liable for the same and BMTC would have no part in it. |
| **43** | The Licensee shall place and continue to keep in the aforesaid premises all necessary equipment's required to run the licensed premises and shall not remove them without the previous approval of the Licenser. |
| **44** | The Licensee and his servants or his agents or his authorized representatives shall have access at all reasonable time to and from the premises for the purpose herein before mentioned. |
| **45** | The Licensee shall have no interest in the property of the licensed premises nor shall he be deemed to have exclusive possession thereof, except the right of use of the premises during the stipulated period and the Licensee shall not be deemed to be the tenant of the Licenser. |
| **46** | The Licensee shall also pay all license fees with other fees, taxes, Goods & service tax payable to the Government or Municipalities or other local bodies in connection with conducting business in the licensed premises. Only property tax will be paid by BMTC. |
| **47** | The Licensee shall make arrangements to dispose the waste generated at his own cost and he shall not dump the waste in and around the BMTC premises. |
| **48** | The common area will be in the possession of BMTC and used by all the occupants/ licensees in the same building. All the licensees have to share the house-keeping charges for the common areas on prorate basis according to area occupied by them. If the licensee uses the portion of common utility for their purpose exclusively, they have to pay the license fee/ rent on pro-rate basis. |
| **49** | The service utilities like staircase, lifts, fire ducts, electrical ducts, sanitary ducts, electrical room etc shall be used for the purposes they are meant and shall not be used for commercial/ any other purposes. |
| **50** | Permissible Activities and other guidelines:<br>• Office space.<br>• Commercial space.<br>• Retail outlets including shops, kiosks and counters.<br>• Restaurant, food court, fast food counters and kiosks. |

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| | • Advertising hoardings, panels or other medium in order to promote the business activity carried out in the commercial space, confined to the commercial space licensed.<br>• Dormitory.<br>• ATM/s or flight reservation online booking counters.<br>• Any other legally permitted business **except bar & restaurant/ Pubs/ Serving Liquors** with permission of license from concerned authority.<br>The licensee has to ensure that either licensee or his agents who use the premises have to adhere to respective laws, obtain all necessary licenses/permissions from concerned authorities for their business activities and have to pay periodical taxes to concerned authorities and communicate same to the BMTC/Authority well within time. |
| **51** | The Licensee at his own cost shall provide the required capacity Acoustic Generator or Power Supply back up and BMTC will provide only space if available. |
| **52** | The Licensee shall not cause any damage or alter to ACP, Structural glazing and other fittings installed by BMTC. |
| **53** | The Licensee shall take up all water supply and sanitary works, flooring works, electricity works, interior works and internal partition AC, Fire Fighting works and all other works necessary for normal functioning at his own cost. |
| **54** | If the licensee desires to take additional power more than sanctioned load (250 KVA including bus station, he shall directly obtain additional power sanctioned by re-structuring reforming the existing infrastructures and depositing the additional deposits himself at his own cost. BMTC will issue NOC only for additional loads. |
| **55** | The power supply will be extended by licensee from Licensor's distribution boards. The length of cable etc., to be provided by the licensee from distribution board (to be nominated by Licensor) shall depend upon location of individual facility at the project. |
| **56** | The Licensee shall abide by all rules, regulations and orders that the Licensor or his authorized representatives may from time to time make or adopt for the care protection and administration of the licensed premises and the general welfare and comfort of its public, employees and others. |
| **57** | The overall control of the licensed premises and supervision of the said licensed premises shall remain vested with Licensor, who's Officers or Authorized representatives shall have access at all reasonable hours to the said establishment or part thereof. |
| **58** | The Licensor shall have the right to revoke the license in the event of breach of any of the terms and conditions on the part of the Licensee & to revoke it in the best interest of the corporation. |
| **59** | The Licensee shall have a lien on all the belongings and properties of the Licensor for the time being in or upon the premises. |
| **60** | On the expiry of the period fixed in the license or on revocation of the license under the terms and conditions thereof, any belongings of the Licensee found in the licensed premises shall be liable to be auctioned |

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| | unless claimed within a fortnight of the expiry of the license period or revocation of the license as the case may be. The Licensor shall be entitled to appropriate out of the proceeds of such sale, the amount due to the Licensor from the Licensee and the balance if any shall be paid over to the Licensee or his legal representative after deducting the cost of auction. |
| **61** | The Licensor shall have the right to terminate the license giving two months notice, without assigning any reasons thereof if the Licensor desire to revoke the license during the currency of the license. |
| **62** | In case the premises is destroyed or damaged by natural calamity or riot or civil disturbances or war or by dept civil work so as to make it unfit for use by the Licensee, the license shall stand terminated automatically. |
| **63** | If the Licensee uses water from borewell digged at his own cost and maintained, then he shall not pay water charges to BMTC till completion of the contract including extended period. Prior permission in writing shall be obtained from BMTC and other mandatory permission from the concerned Government authority before digging borewell. If the BMTC required the Licensee shall provide water to BMTC free of cost. |
| **64** | **Indemnity**: The Licensee shall comply with and adhere to all applicable laws, rules & regulations, circular, orders that are applicable in the contract. The Licensee has to indemnify the Licensor, against any kind of claims, damages caused on account of lapses on the part of Licensee of his agents. The Licensee will be liable for any consequences resulting from violation of any such applicable laws. |
| **65** | **Insurance**<br>The Licensee shall at its cost and expense, purchase and maintain by due re-instatement or otherwise, such insurance as are necessary including but not limited to the risk and coverage of building structure. BMTC shall not be responsible for any of such insurance. The Licensee shall keep the insurance policies in force and valid throughout the license period. |
| **66** | **Dispute Resolution *System:***<br>In case of any dispute or differences arises on the terms and conditions of the tender or contract as the case may be, the matter shall be referred to Managing Director, BMTC, whose decision shall be final and binding on both the parties. |
| **67** | **Jurisdiction:** Any litigation arising out of the said contract would be restricted to the exclusive jurisdiction of Bengaluru City civil courts. |
| **68** | Participation in the bid, Selection in the bid process, Issuance of allotment letter will not create any right or claim to the licensee. The obligations between parties arise only upon execution of Agreement/ Contract between the parties. |
| **69** | The Licensee shall keep and maintain the commercial / office space in and around the premises in clean, proper and decent conditions. He shall also not cause any obstructions to the normal activity of the Licensor and shall not in any manner damage the wall, floor or other |

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<tr><td></td><td>structures of the commercial / office premises as the user of the establishment in any manner whatsoever.</td></tr>
<tr><td>70</td><td>The Licensee shall be liable to pay the cost of any damages caused by him or his servants to the premises of the establishment.</td></tr>
<tr><td>71</td><td>Permission for extra space adjacent to the existing license premise can be given to the existing licensee, on specific request, to a maximum extent of 25% of the area of the licensed premises at pro-rata rate if the space available is free from all encumbrances.</td></tr>
<tr><td>72</td><td>a) The Licensee has to pay Lift maintenance charges and common area housekeeping on pro-rata basis as per the allotted space, if any.<br>b) If the Licensee is provided with power supply through DG, the charges per unit of the total consumed unit shall be charged at a higher tariff compared to BESCOM.</td></tr>
<tr><td>73</td><td>The licensee shall vacate the unauthorized use of the additional space immediately upon notice. In addition, the licensee shall be subject to the following penalties and action shall be taken to terminate the contract.
<table>
<tr><td>First Time</td><td>In case of unauthorized use of extra space, 1.5 times the Prorate Charges of monthly LF, shall be levied as fine.</td></tr>
<tr><td>Second Time & if repeated</td><td>In case of unauthorized use of extra space, 1.5 times the Prorate Charges of monthly LF, shall be levied as fine. And in addition, the Corporation shall have the right to forfeit the security deposit and terminate the License.</td></tr>
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<tr><td>74</td><td>The amount paid by the licensee every month shall be adjusted to the current month's Goods & Services Tax and Monthly License Fee after deducting the outstanding Goods & Services Tax, interest on Goods & Services Tax, electricity and water usage charges, interest on outstanding license fee, additional security deposit, and outstanding license fee respectively.</td></tr>
<tr><td>75</td><td>No reduction or exemption on monthly license fee will be granted during the period of a strike/bandh.</td></tr>
<tr><td>76</td><td>The selected Licensee will be required to install fire protection/extinguishing equipment in the commercial/office premises of the Corporation. The Corporation will not be responsible for fire accidents and other natural calamities.</td></tr>
<tr><td>77</td><td>The Corporation reserves the right to add or modify terms and conditions in the agreement at any time.</td></tr>
<tr><td>78</td><td>The items sold by the licensees in the commercial outlets shall not exceed the Maximum Retail Price (MRP) mentioned on them. If the corporation becomes aware of the selling the items at higher prices, the Corporation shall have the right to impose a fine of Rs. 1000/- on such licensees for the first case, Rs. 2000/- for the second case and Rs. 3000/- for the third case if repeated and to terminate the License.</td></tr>
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|---|---|
| **79** | If the licensee engages in any unauthorized activity in the commercial outlets other than the specified goods/business without obtaining prior permission, the Corporation shall have the right to impose a fine of Rs.1000/- for the first case, Rs.2000/- for the second case and Rs.3000/- for the third case/repetition and to terminate the License. |

**Sd/-**

**Chief Traffic Manager (Com)**

**(Tender Inviting Authority)**